

Date

Lease #

EXHIBIT A
Memorandum of Lease

The following is a Memorandum of Lease pursuant to Title 33 § 201, Maine Revised Statutes.

1. **NAMES OF ALL PARTIES TO LEASE:**

- a. The Lessor is:
- b. The Department is: State of Maine Department of Administrative & Financial Services, Bureau of General Services on behalf of the Maine Department of

2. **DESCRIPTION OF LEASED PREMISES:** The building comprising of _____ square feet of office space located at _____.

3. **DATE OF LEASE:**

4. **TERM OF LEASE:** ____ year lease beginning on _____ and ending on _____

5. **PROVISIONS RELATING TO RENEWALS OR EXTENSIONS:**
Department has option to renew for ____ terms of ____ years each.

6. **PROVISIONS RELATING TO OPTIONS TO PURCHASE:** None

7. **DATE OF MEMORANDUM:**

By: _____
(Name of Landlord)

STATE OF MAINE

Then personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her free act and deed.

Before me, _____, 20____

Notary Public

My Commission Expires:

Date

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EXHIBIT B
Commencement Notice

LESSOR:

DEPARTMENT: The State of Maine, acting by and through its Department of Administrative & Financial Services, Bureau of General Services, on behalf of the Maine Department of

LOCATION:

LEASE DATE:

The undersigned hereby acknowledge and confirm that:

1. The ____ year term of the Office Lease shall commence on ____ shall end on _____, unless renewed in accordance with the terms of the Office Lease.
2. All construction or renovations to the Leased Premises have been completed to the satisfaction of the Department.
3. The City of [INSERT] issued an unlimited and unrestricted Certificate of Occupancy on _____.
4. An Architect's Certificate of Substantial Completion was issued by _____ on _____.
5. An asbestos inspection survey was arranged by the Lessor and the report of such has been received by the Department and found to be acceptable.
6. A Life Cycle Analysis has been conducted by the Lessor and the report of such has been received by the Department.
7. A Certified Air Balancing Report acceptable to the Department.

LESSOR

Owner/Agent

Title

DEPARTMENT OF _____

Department's Agent

Title

DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
BUREAU OF GENERAL SERVICES

Approved by: _____
John C. Conrad

Date _____

EXHIBIT C
Covenants of Lessor: Environmental Requirements

The Lessor is to provide and maintain the Leased Premises environment as described below:

- (A) Clean and wash all interior and exterior cleanable/washable surfaces and repaint all painted surfaces in colors agreeable to the Department at least once every five years (except where painting is visibly in disrepair in which case it may be required on a more frequent basis);
- (B) Provide heating, ventilation and air conditioning systems constructed in accordance with the BOCA Code (Chapter on Mechanical Equipment and Systems) and ASHRAE air ventilation standards in effect on the date of this Office Lease. Systems shall be capable of providing $72^{\circ} \pm 2^{\circ}\text{F}$ in heating mode and $76^{\circ}\text{F} \pm 2^{\circ}\text{F}$ in cooling mode. Temperature controls and zoning of systems air distribution shall be provided such that the maximum variation in temperature in the occupied spaces does not exceed 4°F .

Provide and maintain equipment to meet the minimum positive ventilation rates with outdoor air in accordance with ASHRAE Standards. Under no circumstances shall any type of treated re-circulated air be a substitute for the outdoor air requirements of these tables.

No smoking is permitted within the Leased Premises by any person; if there is a shared HVAC system by the Department and other tenant (s), no smoking is permitted in any part of the premises sharing the HVAC system.

- (C) Provide a safe environment relative to the following:

- (i) **Air Quality Standards:**

- (a) Lessor warrants that the premises occupied by Department's employees comply with statutory requirements for indoor air quality as set forth in **5 M.R.S.A. § 1742 (24)**, as may be amended from time to time, at the time of initial occupancy based upon the employee count, space uses and distribution identified in **Exhibit H** herein.
 - (b) In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term of this Office Lease, Lessor agrees to undertake corrective action within 30 days of notice of deficiency by the Department or the Maine Bureau of Labor Standards. The notice shall contain documentation of the deficiency, including objective analyses of the indoor air quality.
 - (c) Lessor and Department agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue (s) not being resolved to the mutual satisfaction of

either party within 30 days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Department, the cost of the report and corrective actions shall be borne by the Lessor. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Department from the time of initial occupancy, the cost of the independent consultant shall be borne by the Department.

- (d) Failure by the Lessor to correct identified deficiencies in meeting statutory requirements for indoor air quality standards upon completion of the procedures outlined is a material violation of the terms of the lease and the Department shall have the right to terminate the lease in accordance with Section 17.

(ii) **Hazardous Materials:**

- (a) Lessor warrants that, to the best of its knowledge and belief, the premises are free of present or potential contamination which may impact the health or safety of the occupants; examples might be asbestos, lead or mold.
- (b) The Lessor further warrants that all custodial, maintenance or other activities on the premises which are, or will be, conducted in compliance with applicable hazardous materials statutes and regulations including, but not limited to, as set forth in **Title 38 M.R.S.A. § 1301 et seq.** as may be amended from time to time.

(iii) **Asbestos:**

- (a) Lessor shall undertake and provide to the Department the results of an asbestos inspection survey of the Leased Premises to be leased and all common and building support areas, which may affect Department occupants or its clients. The inspection will identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with state law and satisfactory to the Department. The results of the inspection shall be made a part of this Office Lease.
- (b) In the event that asbestos containing materials are identified which are in the status of "significantly damaged" or "damaged" (as described in **40 CFR 763**) these materials shall be abated in a manner satisfactory to Department, including provision for acceptable air monitoring using Phase Contrast Microscopy.
- (c) In the event that asbestos containing materials are identified, but which are not damaged, Lessor shall install an operations and maintenance program satisfactory to Department which is designed to periodically reinspect asbestos containing materials and to take corrective action as specified in (iii) (b) above when appropriate. Results of such reinspections and all air

quality monitoring shall be provided to Department within 14 days of completion.

- (D) Provide an environment that is free of architectural barriers and complies with all Federal and State laws which protect people with disabilities including, but not limited to, the **Americans With Disabilities Act of 1990 (ADA) as may be amended from time to time, and The Maine Human Rights Act, M.R.S.A., Title 5 § 4551 et Seq. (MHRA) as may be amended from time to time.**
- (E) Furnish hot and cold water for kitchen sink and rest rooms, and provide refrigerated water fountains for drinking purposes;
- (F) Furnish and maintain walks and parking spaces for a minimum of ___ vehicles in a parking area adjacent to the premises building; said parking area shall be paved, marked with lines, and provided with lighting (**ANSI/IES Standards**). Lines shall be remarked as needed or at least once every two years; at least ___ parking spaces shall be reserved for the handicapped and marked/signed in accordance with the ADA and the MHRA (of which ___ space to be van accessible);
- (G) Furnish and install a sign(s) which shall be of a size, location and style as mutually agreed upon with appropriate wording and attached to the exterior or erected immediately adjacent to the premises;
- (H) Furnish double glazed operable windows with screens where applicable and suitable fire resistant coverings;
- (I) Install and maintain ADA compliant emergency lighting and National Fire Protection Agency (NFPA) approved fire alarm systems, an adequate number of suitably located, approved fire extinguishers and exit signs. Said systems and fire extinguishers shall be tested and deficiencies corrected on a semi annual basis. A report shall be maintained of all testing and corrections made. A copy of said report shall be furnished to the Department;
- (J) Furnish all electrical power distribution, outlets and lighting in compliance with the most current-National Electrical Code standards. Fluorescent lighting fixtures throughout the premises shall be capable of providing illumination levels in accordance with **ANSI/IES Standards for Office Lighting** in effect on the date of this Office Lease. Lighting for exteriors and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of this Office Lease.
- (K) Replace light bulbs/tubes when necessary;
- (L) Make reasonable efforts to provide for rapid ice and snow removal from steps, walkways, doorways, sidewalks and parking lots, including sanding as needed, to be accomplished prior to normal working hours, or during working hours, if ice accumulates or if more than a 3" build-up of snow occurs; remove piled snow completely within 24 hours; sweep and remove winter sand by May 15;

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- (M) Furnish janitorial/custodial services, including trash removal, to the Leased Premises in accordance with **Exhibit** attached hereto and made a part hereof;
- (N) Replace carpet every ten (10) years, or more frequently as may be necessary because of wear or poor condition;
- (O) Provide telecommunications fit-up for all necessary conduit, wiring, backboards, switch rooms/spaces etc., in accordance with the applicable specifications of the Department of Administrative & Financial Services, Bureau of Information Services, Telecommunications Division **Exhibit_____**. **The Lessor must coordinate with the Maine Bureau of Information Services at (207) 624-8832 for all installations and clarifications on these specifications.**
- (P) Cooperate with the Department to meet the requirements for waste reduction and recycling pursuant to 38 M.R.S.A. Sec. 2137 et seq. as may be amended from time to time. The Lessor shall provide an appropriate area on-site for temporary storage of recyclable materials. The Lessor shall also provide a site for an appropriate container for non-recyclable materials, i.e. pad for dumpster.

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Exhibit H

Description of Operational Maintenance

1. HVAC Repair: Operation, maintenance, and repair of the heating, ventilation, and air conditioning equipment and systems in compliance with Air Quality Standards specified in the lease (including air quality) including adjustment or balancing of the system as requested by the Department, replacement of filters quarterly, and cleaning of drip pans as necessary to avoid spore build-up. Operation and maintenance of remote control equipment. Testing of air quality and cleaning of ductwork as necessary.

2. Plumbing: Maintenance and repairs as required for plumbing systems, including hot water heaters, drinking fountains, rest room fixtures, janitor's rooms, and kitchenette/lounge plumbing fixtures, including same day maintenance and repairs when possible.

3. Electrical Repair (including bulb replacement): Maintenance of and repairs to electrical system, including wiring, panels, submeters, outlets, switches, and lamping and ballasts, including same day maintenance and repairs when possible [see "Exterior Lighting Maintenance" for exterior lighting equipment and bulbs].

4. Alarm/Sprinklers: Maintenance of and repairs to the building's fire alarm system, maintaining an adequate number of suitably located, approved fire extinguishers and exit signs as required by the Department of Public Safety, Fire Marshall's office. Said systems and fire extinguishers shall be tested as required and deficiencies corrected. A report shall be maintained of all testing and corrections made. Copies of said reports shall be furnished to tenant.

Maintenance of and repairs to sprinkler system, including required sprinkler inspections and flow tests.

Annually test fire alarms in accordance with NFPA-72, National Fire Alarm Code. Semi-annually test emergency lighting units. Replace all emergency lighting battery packs as recommended by manufacturer.

5. Security: Maintenance of and repairs to proximity card reader system, including same day maintenance and repairs when possible.

6. Interior Building Maintenance: Maintenance of and repairs to doors, walls, partitions, window interiors, carpets, ceiling tiles, and other miscellaneous repairs to the inside of the Building.

7. Exterior Building Maintenance: Maintenance of and repairs to loading area, exterior walls, windows, signs, and to interior items caused by leaks in these areas.

8. Roof: Regular inspection and maintenance of roof, including cleaning of roof drains, gutters, and scuppers on a regular basis. Control of ice build-up on roof. Flashings and other roof accessories should be observed for signs of deterioration. If interior leaks are detected, the cause should be determined and a solution implemented as quickly as

possible to prevent damage to interior finishes. All dampened insulation and ceiling tiles must be replaced within three (3) business days. Inspect annually seams, especially at curbs, parapets, and other places prone to leaks; investigate any ponding, etc. All work on the roof conducted so as to maintain roof warranty.

9. Parking Lot Maintenance: Maintenance of and repairs to walks and parking lot, including paving, catch basins, curbs, and striping.

Inspect pavement for cracks and heaves quarterly. Monitor to identify source of cracking. If excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.

Re-stripe the parking lot every two (2) years or as necessary to ensure maximum parking potential.

Maintenance of and repairs to parking signage (ie. Handicapped markings and parking directionals).

10. Exterior Lighting Maintenance: Maintenance of and repairs to exterior lighting fixtures and bulbs, including same day maintenance and repairs when possible.

11. Grounds: Maintain shrubbery, trees, ground coverings, and fencing on premises. Routinely inspect for decaying plants and cleanliness of areas. Annually mulch grounds, collect leaves, and replace foliage if necessary. During summer months, mow/trim grass as necessary to maintain manicured appearance. Monitor grounds for litter daily complemented by Janitorial Services. Remove graffiti as necessary.

12. Miscellaneous Maintenance Services and Supplies: Various services and items, including hardware, pest control, ant traps, plumbing, electrical, HVAC and buildings maintenance supplies that are too minor (but common to facility management) to include specific categories.

13. Periodic Maintenance Expenses: Clean and wash all interior and exterior cleanable/washable surfaces of the Building and repaint all painted surfaces of the Building in colors agreeable to Department at least once every five years except where painting is visibly in disrepair in which case it may be required on a more frequent basis.

Re-stripe parking lot at least every two years, including van and handicapped parking spaces signed in accordance with the Americans with Disabilities Act of 1990. Other maintenance procedures which the parties agree need to be performed regularly but not on an annual basis.